



FAIRFAX COUNTY

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT

12000 Government Center Parkway, Suite 427

Fairfax, Virginia 22035-0013

www.co.fairfax.va.us/dpsm

V I R G I N I A

Telephone: (703) 324-3201 Fax: (703) 324-3228 TTY 1-800-828-1140

NOTICE OF AWARD OF CONTRACT (National Contractors)

SUBJECT: Systems Furniture, Freestanding Furniture, Seating, Filing Equipment & Related Support Services

CONTRACT NUMBER: RQ01-411313-16A-E (National Awards)

COMMODITY CODE: 2542

CONTRACT PERIOD: January 17, 2001, through January 16, 2004

NUMBER OF RENEWALS: 3 renewals of 1 year each

SUPERSEDES CONTRACT: RQ97-111167-16A-J and RQ98-149978-16A

CONTRACTOR(S):

See Attached

VENDOR CODE(S):

See Attached

PRICES: See Attached Pricing Schedules

DELIVERIES: See Attached Pricing Schedules.

FOB: Destination

DPSM CONTRACTUAL CONTACT:

Lonnette Robinson, CPPB

Telephone Number: (703) 324-3281

E-mail: lonnette.robinson@co.fairfax.va.us

SPECIAL INFORMATION AND INSTRUCTIONS FOR FAIRFAX COUNTY AGENCIES ONLY:

Those agencies appearing on the Distribution List, who require the items covered by this contract, in a firm fixed quantity on a specific date, shall enter into CASPS (County and Schools Procurement System) a purchase requisition indicating the items required, the quantity, and the delivery date. The purchase requisition shall be annotated with the contract number indicated on page I.

Upon receipt of a purchase requisition, a purchase order will be executed.


Armand E. Malo, CPPO
for Director/County Purchasing Agent

AEM/lr/h:\lrobin\notice of award/01-411313-16a-e notice of award.doc

DISTRIBUTION:

Department of Finance – Accounts Payable
Dept. of Education – Supply Operations – Hyon Yom
Assistant Buyer – Mable McCarthy
Buyer 1 – Sandy Jones
NACo – FSC – Steve Swendiman
440 First St., N. W.
Washington, DC. 20001-2080

U.S. Conference of Mayors – J. OBrien
1620 I Street, NW, Suite 300
Washington, DC 20006

Contract Administrator
DPSM – Sys. Admin. Support
Control Copy
FMD- Cathy Spaine
FMD – Bill Robinson
U.S. Communities – Steve Hamill
2175 North California Blvd., Suite 550
Walnut Creek, CA 94596

CONTRACTOR(S):

VENDOR CODE(S):

Contractors A through E are the national contractors.

A. Haworth, Inc.

B38-6053093-01

One Haworth Center
Holland, MI 49423

Attn: Thomas, R. Walker, Manager, Govt. Sales

Telephone: (616) 393-3000

Fax: (616) 393-1736

E-mail: thomas.walker@haworth.com

Website for national pricing is under development

B. Herman Miller, Inc

B38-0837640-01

855 East Main Ave
Zeeland, MI 49464

Attn: Debbie Hyman, Account Development Manager

Telephone: (202) 414-6562

Fax: (202) 289-0923

E-mail: debby_hyman@hermanmiller.com

Website for national pricing is under development

C. Knoll Inc

B13-3873847-01

1235 Water St.
East Greenville, PA 18041

Attn: Steven M. Robinson, Vice President Govt. Sales
& Carl Hohmann, Regional Manager

Telephone: (202) 973-0410 & (202) 973-0427

Fax: (202) 973-0467 & (202) 973-0468

E-mail: steven_m_robinson@knoll.com

Website for national pricing is under development

D. CONTRACT CANCELLED

E. Steelcase Inc

B38-0819050-01

901 44th Street S.E.
Grand Rapids, MI 49508

Attn: Don Sandberg, Market Manager State Govt Contracts

Telephone: (616) 698-4773

E-mail: dsandber@steelcase.com

Website for national pricing is under development



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V I R G I N I A

Telephone: (703) 324-3201 Fax: (703) 324-3228 TTY 1-800-828-1140

SUPPLY/SERVICE CONTRACT: ☐ DEFINITE QUANTITY ☐ ESTIMATED ☐ COMBINATION

ISSUE DATE: JULY 24, 2000	REQUEST FOR PROPOSAL: RFP01-411313-16	FOR: SYSTEMS FURNITURE, FREESTANDING FURNITURE, SEATING, FILING EQUIPMENT AND RELATED SUPPORT SERVICES
AGENCY: VARIOUS	DATE/TIME OF CLOSING: AUGUST 25, 2000/4:00 P.M.	CONTRACT ADMINISTRATOR: LONNETTE ROBINSON, CPPB at (703) 324-3281

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, at the price set opposite each item, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County under acceptance below, items or services offered and accompanying attachments shall constitute a contract.

NAME AND ADDRESS OF FIRM:

Telephone No.: 616-393-3000

Haworth, Inc.

E-Mail Address: thomas.walker@haworth.com

One Haworth Center

Va. State Registration No.: _____

Holland, MI 49423

Federal Social Security No.: 38-6053093

Prompt Payment Discount: % for payment within days/net days.

CHECK ONE: ☐ INDIVIDUAL

☐ PARTNERSHIP

Fairfax License Tax No.: _____

☒ CORPORATION

State in which Incorporated:

Michigan

5-6-1959

Date

Vendor Legally Authorized Signature

(Impress Corporate
Seal Here)

THOMAS R. WALKER

MANAGER, GOVT. SALES

Print Name and Title

Secretary

By signing this bid, Bidder certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in Paragraph 64 of the General Conditions and Instructions to Bidders, regarding financial disclosure requirements.

ACCEPTANCE AGREEMENT-COUNTY OF FAIRFAX (This is not an order--Purchase Order will follow.)

CONTRACT NUMBER: RQ01-411313-16 A

DATE: JAN 17 2001

Accepted as to Item(s) indicated: Awarded entire RFP to include any addendums, Haworth's technical and business proposal dated September 29, 2000, the GPA, and the Memorandum of Negotiations executed as of this date.

Lonnette Robinson 1/12/01
Contract Administrator
LONNETTE ROBINSON, CPPB

Cathy Muse
Purchasing Agent
ARMAND E. MALO, CPPO

Sealed proposals subject to terms and conditions of this RFP will be received at 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035 until time/date specified above for furnishing items or services delivered or furnished to specified destination within the time specified or stipulated by the Offeror.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION

(DPSM32) Cover Sheet



FAIRFAX COUNTY

V I R G I N I A

MON for RQ99-2602941-16A

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT

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Telephone: (703) 324-3201 Fax: (703) 324-3228 TTY 1-800-828-1140

MEMORANDUM OF NEGOTIATION RQ01-411313-16

The County of Fairfax (hereinafter called the County) and Haworth, Inc., (hereinafter called the CONTRACTOR) hereby agree to the following in the execution of RQ01-411313-16A. The final contract contains the following items and composes the Master Agreement:

- (a) Fairfax County's RFP01-411313-16 and all Addenda
- (b) Haworth's Technical and Business Proposal dated August 21, 2000
- (c) Supplemental Questions dated November 20, 2000 and Haworth's response dated November 30, 2000.
- (d) GPA Administrative Agreement (Attachment I)
- (d) Fairfax County Purchase Order
- (e) Any subsequent amendments to this contract

The following provisions are to be included in the Contract:

The CONTRACTOR shall comply with the Program Standards and Commitments pursuant to Attachment I of the Government Purchasing Alliance Administration Agreement. The CONTRACTOR shall make three basic commitments to insure the overall success of the program:

- A Corporate Commitment that the Government Purchasing Alliance ("GPA") has the support of senior management. The GPA is the primary offering to local government agencies nationwide and existing local government clients will be transitioned to the GPA;
- A pricing commitment that the GPA pricing is the lowest available pricing (net to buyer) to local agencies nationwide and a further commitment that if a local agency is eligible for lower pricing through a state, regional, or local contract, the contractor will match the pricing under the GPA.
- A sales commitment that the CONTRACTOR will aggressively market the GPA nationwide and that the contractor's sales force will be trained, engaged and commitment that all GPA sales be accurately and timely reported. The GPA shall conduct a quarterly review of the Program Standards and Commitments of the contractor. If the contractor received written notice from the County of any deficiencies in the Program Standards and Commitments, the contractor shall have one calendar quarter to correct such deficiency. If the contractor shall fail to correct such deficiency, the County may terminate the Master Agreement at its sole discretion.

Accepted by:


Thomas R. Walker, Manager, Government Sales
Haworth, Inc.

12/27/00
Date


for Armand E. Malt, CPPO, Director
Department of Purchasing & Supply Management

1/16/01
Date

ATTACHMENT A
Discount Schedule
U.S. Communities Purchasing Program

N001593 for orders shipping to U.S. locations, accessing domestic price list.

Product Group	Systems Product	Seating Products	Freestanding Products	Portfolio Products	Alternative Office Furniture Solutions	List Dollar Value	Customer Discount Product Only
I Regular Lead Time	UniGroup NW PLACES NW Tables NW UniGroup WT PLACES WT Tables WT RACE Premise NW Premise WT					\$1-\$100,000 \$100,001-\$500,000 \$500,001 or More	62.00% 67.00% Negotiable
RUSH**						\$1 or More	56.00%
II Regular Lead Time		SystemSeating Catalyst Accolade/TAS/ Comforto NW Monaco/System 58 Comforto Stucker/Wood Improv Seating Zoexy Chu	Premise Casegoods NW Premise Casegoods WT PLACES 950 Series Files Freestanding Steel Furniture	Kinetics	Causeway	\$1-\$100,000 \$100,001-\$500,000 \$500,001 or More	58.00% 60.50% Negotiable
RUSH**						\$1 or More	51.00%
III Regular Lead Time	PLACES FW Tables FW Vancouver Panel Hung		PLACES Wood Casegoods and Freestanding Units Vancouver Freestanding	Mueller Lunstead Myrtle	Crossings™	\$1-\$100,000 \$100,001-\$500,000 \$500,001 or More	50.00% 52.25% Negotiable
RUSH**						\$1 or More	42.00%
IV Regular Lead Time					Jump Stuff Boogie Boards	\$1 or More	40.00%
RUSH**						\$1 or More	40.00%
V Regular Lead Time					Correspondent Castelli 3-D	\$1 or More	40.00%

Price List: Upon award, the price list that is currently in effect shall remain firm for twelve (12) months or January 1st, 2002. Thereafter, prices shall be determined by the price list in effect as of January 1st of any given year. The price list will remain firm through December 31st of that same year. Buyer shall not be subject to more than one (1) price increase in any calendar year.

**Seller offers the above mentioned discounts on products included in this Agreement which are offered in Seller's RUSH Programs. See the current price list(s) for a description of the products included in this program.

- A. Only the items stated within each product group may be combined on a single purchase order for purposes of attaining a higher discount tier and/or negotiable discount tier. DIFFERENT PRODUCT GROUPS OR LEAD TIMES MAY NOT be combined together for purposes of attaining the next pricing tier.
- B. The applicable discount will be separately negotiated for new products or lead time programs introduced by Seller during the term of this Agreement.



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V I R G I N I A

Telephone: (703) 324-3201 Fax: (703) 324-3228 TTY 1-800-828-1140

SUPPLY/SERVICE CONTRACT:	<input type="checkbox"/> DEFINITE QUANTITY	<input type="checkbox"/> ESTIMATED	<input type="checkbox"/> COMBINATION
ISSUE DATE: JULY 24, 2000	REQUEST FOR PROPOSAL: RFP01-411313-16	FOR: SYSTEMS FURNITURE, FREESTANDING FURNITURE, SEATING, FILING EQUIPMENT AND RELATED SUPPORT SERVICE	
AGENCY: VARIOUS	DATE/TIME OF CLOSING: AUGUST 25, 2000/4:00 P.M.	CONTRACT ADMINISTRATOR: LONNETTE ROBINSON, CPPB at (703) 324-3281	

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, at the price set opposite each item, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County under acceptance below, items or services offered and accompanying attachments shall constitute a contract.

NAME AND ADDRESS OF FIRM:	Telephone No.:	616 654 3300
<u>Herman Miller, Inc.</u>	E-Mail Address:	
<u>855 East Main Ave.</u>	Va. State Registration No.:	<u>N/A</u>
<u>Zeeland, MI 49464</u>	Federal Social Security No.:	<u>38-0837640</u>
	Prompt Payment Discount	<u>0</u> % for payment within <u>30</u> days/net <u>30</u> days.

Fairfax License Tax No.: N/A

CHECK ONE: ☐ INDIVIDUAL

☐ PARTNERSHIP

☒ CORPORATION

State in which Incorporated: Michigan

Vendor Legally Authorized Signature

Date

(Impress Corporate
Seal Here)

Mike Kratt/V.P. Gov't Sales/Contracts
Print Name and Title

Secretary

By signing this bid, Bidder certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in Paragraph 64 of the General Conditions and Instructions to Bidders, regarding financial disclosure requirements.

ACCEPTANCE AGREEMENT-COUNTY OF FAIRFAX (This is not an order--Purchase Order will follow.)

CONTRACT NUMBER: RQ01-411313-16B

DATE: JAN 17 2001

Accepted as to Item(s) Indicated: Awarded entire RFP to include any addendums, Herman Miller's
Technical and Business proposal dated September 26, 2000, the GPA, and the
Memorandum of Negotiations executed as of this date.

Lounette Robinson 11/21/01
Contract Administrator
LONNETTE ROBINSON, CPPB

Cathy P. Muse
Purchasing Agent
for ARMAND E. MALO, CPPO

Sealed proposals subject to terms and conditions of this RFP will be received at 12000 Government Center Parkway, Suite
427, Fairfax, Virginia 22035 until time/date specified above for furnishing items or services delivered or furnished to
specified destination within the time specified or stipulated by the Offeror.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION

(DPSM32) Cover Sheet



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V I R G I N I A

Telephone: (703) 324-3201 Fax: (703) 324-3228 TTY 1-800-828-1140

MEMORANDUM OF NEGOTIATION RQ01-411313-16

The County of Fairfax (hereinafter called the County) and Herman Miller, Inc., (hereinafter called the CONTRACTOR) hereby agree to the following in the execution of RQ01-411313-16B. The final contract contains the following items and composes the Master Agreement:

- (a) Fairfax County's RFP01-411313-16 and all Addenda
 - (b) Herman Miller's Technical and Business Proposal dated September 26, 2000
 - (c) Supplemental Questions dated November 20, 2000 and Herman Miller's response dated December 1, 2000.
 - (d) GPA Administrative Agreement (Attachment I)
 - (d) Fairfax County Purchase Order
 - (e) Any subsequent amendments to this contract
 - (f) Herman Miller's clarifications sent via e-mail to Ms. Robinson dated January 2, 2001
- The following provisions are to be included in the Contract: (ATTACHMENT V)

The CONTRACTOR shall comply with the Program Standards and Commitments pursuant to Attachment I of the Government Purchasing Alliance Administration Agreement. The CONTRACTOR shall make three basic commitments to insure the overall success of the program:

- A Corporate Commitment that the Government Purchasing Alliance ("GPA") has the support of senior management. The GPA is the primary offering to local government agencies nationwide and existing local government clients will be transitioned to the GPA;
- A pricing commitment that the GPA pricing is the lowest available pricing (net to buyer) to local agencies nationwide and a further commitment that if a local agency is eligible for lower pricing through a state, regional, or local contract, the contractor will match the pricing under the GPA.
- A sales commitment that the CONTRACTOR will aggressively market the GPA nationwide and that the contractor's sales force will be trained, engaged and commitment that all GPA sales be accurately and timely reported. The GPA shall conduct a quarterly review of the Program Standards and Commitments of the contractor. If the contractor received written notice from the County of any deficiencies in the Program Standards and Commitments, the contractor shall have one calendar quarter to correct such deficiency. If the contractor shall fail to correct such deficiency, the County may terminate the Master Agreement at its sole discretion.

Accepted by:

Mike Kratt, VP Government Sales/Contracts
Herman Miller, Inc.

1-5-01

Date

for Armand E. Malo, CPPO, Director
Department of Purchasing & Supply Management

1/16/01

Date

US Communities

Percentage Discount Off List
Volume Tiers Expressed in Single Order
Invoice Values, for Product Only

Product Line	\$ 0 - \$ 250k	\$ 251K - \$ 1M	\$ 1M +																				
Action Office, Prospects, Ethospace	65%	67%	68%																				
Ergon, Equa, Arrio	52%	54%	56%																				
Aeron, Ambi, Caper Stacking	50%	51%	52%																				
CLT Tables, Kiva, Eames Seating Passage, Meridian - Verticals, Storage Desks, HMI "A" and "G" Series Lateral Files	45%	46%	47%																				
Meridian - Pedestals, Lateral Files	48%	50%	52%																				
Sanford Seating, Chadwick, Burdick Group	45%	46%	47%																				
Limerick, Aside, Reaction, Avian, Radian,	50%	51%	52%																				
Q System	63%	64%	65%																				
Meridian - Keyless Locking	41%	41%	41%																				
Administrative Fee: 1% of Actual Sales Per Bid Document Alternate Administrative Fee Proposal: Based on a sole source, substantially all award to Herman Miller Inc. - 3% of Actual Sales																							
Rebate: Paid annually to the County of Fairfax. Calculated on total product sales for the previous 12 month period Volume will be reset to \$ 0 at the end of each annual rebate period. Rebates Earned Based on <table> <tr> <th>Product Purchases at List Value</th><th>Approx. Invoice</th><th>Rebate@List</th><th>Approx.@Invoice</th></tr> <tr> <td>\$ 6 million</td><td>\$ 2.5 million</td><td>0.75%</td><td>1.90%</td></tr> <tr> <td>\$ 12 million</td><td>\$ 5 million</td><td>1.50%</td><td>3.75%</td></tr> <tr> <td>\$ 18 million</td><td>\$ 7.5 million</td><td>2.25%</td><td>5.65%</td></tr> <tr> <td>\$ 24 million</td><td>\$ 10 million</td><td>3.00%</td><td>7.50%</td></tr> </table>				Product Purchases at List Value	Approx. Invoice	Rebate@List	Approx.@Invoice	\$ 6 million	\$ 2.5 million	0.75%	1.90%	\$ 12 million	\$ 5 million	1.50%	3.75%	\$ 18 million	\$ 7.5 million	2.25%	5.65%	\$ 24 million	\$ 10 million	3.00%	7.50%
Product Purchases at List Value	Approx. Invoice	Rebate@List	Approx.@Invoice																				
\$ 6 million	\$ 2.5 million	0.75%	1.90%																				
\$ 12 million	\$ 5 million	1.50%	3.75%																				
\$ 18 million	\$ 7.5 million	2.25%	5.65%																				
\$ 24 million	\$ 10 million	3.00%	7.50%																				
*All rebate calculations will be based on actual list values																							



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V I R G I N I A

Telephone: (703) 324-3201 Fax: (703) 324-3228 TTY 1-800-828-1140

SUPPLY/SERVICE CONTRACT:	<input type="checkbox"/> DEFINITE QUANTITY	<input type="checkbox"/> ESTIMATED	<input type="checkbox"/> COMBINATION
ISSUE DATE: JULY 24, 2000	REQUEST FOR PROPOSAL: RFP01-411313-16	FOR: SYSTEMS FURNITURE, FREESTANDING FURNITURE, SEATING, FILING EQUIPMENT AND RELATED SUPPORT SERVICE	
AGENCY: VARIOUS	DATE/TIME OF CLOSING: AUGUST 25, 2000/4:00 P.M.	CONTRACT ADMINISTRATOR: LONNETTE ROBINSON, CPPB at (703) 324-3281	

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, at the price set opposite each item, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County under acceptance below, items or services offered and accompanying attachments shall constitute a contract. Including Knoll cover letter dated Aug. 25, 2000

NAME AND ADDRESS OF FIRM:

Telephone No.: 202.973.0400

Knoll Inc.

E-Mail Address: Steven_m_robinson@Knoll.com

1235 Water St.

Va. State Registration No.: 0017760416

East Greenville

Federal Social Security No.: 13-3873847

PA 18041

Prompt Payment Discount: 0% for payment within 0 days/nc30 days.

Fairfax License Tax No.:

N/A

CHECK ONE: ☒ INDIVIDUAL

☐ PARTNERSHIP

☐ CORPORATION

State in which Incorporated: Delaware

9/25/00

Date

Vendor Legally Authorized Signature:

(Impress Corporate
Seal Here)

Steven M. Robinson Vice President Govt. Sales

Print Name and Title

Patrick Millberger, esq.

Secretary

By signing this bid, Bidder certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in Paragraph 64 of the General Conditions and Instructions to Bidders, regarding financial disclosure requirements.

ACCEPTANCE AGREEMENT-COUNTY OF FAIRFAX (This is not an order--Purchase Order will follow.)

CONTRACT NUMBER: RQ01-411313-16C

DATE: JAN 17 2001

Accepted as to Item(s) Indicated: Awarded entire RFP to include any addendums, Knoll's Technical and Business proposal dated September 25, 2000, the GPA, and the Memorandum of Negotiations executed as of this date.

Lounette Robinson
Contract Administrator
LONNETTE ROBINSON, CPPB

Cathy A. Mure
Purchasing Agent
for ARMAND E. MALO, CPPB

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MEMORANDUM OF NEGOTIATION RQ01-411313-16

The County of Fairfax (hereinafter called the County) and Knoll, Inc., (hereinafter called the CONTRACTOR) hereby agree to the following in the execution of RQ01-411313-16C. The final contract contains the following items and composes the Master Agreement:

- (a) Fairfax County's RFP01-411313-16 and all Addenda
- (b) Knoll's Technical and Business Proposal dated August 21, 2000
- (c) Supplemental Questions dated November 20, 2000 and Knoll's response dated November 28, 2000.
- (d) GPA Administrative Agreement (Attachment I)
- (d) Fairfax County Purchase Order
- (e) Any subsequent amendments to this contract

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Accepted by:


Steven M. Robinson, Vice President Gov't Sales
Knoll, Inc.

1-2-01
Date


Armand E. Malo, CPPO, Director
Department of Purchasing & Supply Management

1/16/01
Date

ATTACHMENT A
PRICING SCHEDULE (DPSM35)

Revised 11-28-00

PART 1 - SYSTEMS FURNITURE

Submit current catalog of list prices. The contract prices for goods under this contract will be the price derived by multiplying the list price by a standard discount.

A. Furniture Cost - Discount from manufacturer's current list price (including all freight charges)

Manufacturers	Percentage Discount for Manufacturer's Price List by dollar volume	
Knoll Equity	0 - \$249,999	70.0 %
	\$250,000 - \$1,000,000	70.0 %
	\$1,000,000 +	70.0 %
	Quickship	45.0 %

If there is a different discount for any other series of furniture for the manufacturer listed above, please list the name of the different series and the discount that applies if different

<u>Morrison</u>	0 - \$249,000	66.0 %
	\$250,000 - \$1,000,000	66.0 %
	\$1,000,000 +	66.0 %
	Quickship	45.0 %
<u>Currents+Reff</u>	0 - \$249,000	65.0 %
	\$250,000 - \$1,000,000	65.0 %
	\$1,000,000 +	65.0 %
	Quickship	45.0 %
<u>Dividends</u>	0 - \$249,000	63.0 %
	\$250,000 - \$1,000,000	63.0 %
	\$1,000,000 +	63.0 %
	Quickship	45.0 %
	0 - \$249,000	%
	\$250,000 - \$1,000,000	%
	\$1,000,000 +	%
	Quickship	%

Standard Delivery Time

Indicate standard delivery time for initial purchase	Indicate standard delivery time for orders subsequent to initial purchase
See Knoll Lead Time Bulletin	Same
Reconfiguration Costs - Charge for reconfiguring manufacturer's furniture purchased and installed. Express in dollars per hour charge \$35-\$75 Non Union	\$ /hr
Design Services - Charge for design services. Express in dollars Per hour charge	\$45-110 Union
Rebate for \$10 million or more in annual purchases To be Negotiated.	\$ * /hr
	%

* Boston, Chicago, San Francisco, WashingtonDC \$66.66/hr. All other locations \$56.56 /hr

^New York

12/18/00



FAIRFAX COUNTY

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V I R G I N I A

Telephone: (703) 324-3201 Fax: (703) 324-3228 TTY 1-800-828-1140

SUPPLY/SERVICE CONTRACT: ☐ DEFINITE QUANTITY ☒ ESTIMATED ☐ COMBINATION

ISSUE DATE: JULY 24, 2000	REQUEST FOR PROPOSAL: RFP01-411313-16	FOR: SYSTEMS FURNITURE, FREESTANDING FURNITURE, SEATING, FILING EQUIPMENT AND RELATED SUPPORT SERVICES
AGENCY: VARIOUS	DATE/TIME OF CLOSING: AUGUST 25, 2000/4:00 P.M.	CONTRACT ADMINISTRATOR: LONNETTE ROBINSON, CPPB at (703) 324-3281

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, at the price set opposite each item, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County under acceptance below, items or services offered and accompanying attachments shall constitute a contract.

NAME AND ADDRESS OF FIRM:

Steelcase Inc.
901 44th Street, S.E.
Grand Rapids, MI 49508

Telephone No.: (616) 698-4773

E-Mail Address: dsandberg@steelcase.com

Va. State Registration No.: Will supply upon award

Federal Social Security No.: #38-0819050

Prompt Payment Discount: 0 % for payment within 0 days/net 30 days.

Fairfax License Tax No.: Will supply upon award

CHECK ONE: ☐ INDIVIDUAL

☐ PARTNERSHIP

☒ CORPORATION

State in which Incorporated: Michigan

ANNE T. KNAPE

Notary Public

Kent County, Michigan

Commission Expires 5-18-02

Vendor Legally Authorized Signature

Date

Don Sandberg, Market Manager State Government Contracts
Print Name and Title

Ann T. Knappe
Secretary Witness

(Impress Corporate
Seal Here)

By signing this bid, Bidder certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in Paragraph 64 of the General Conditions and Instructions to Bidders, regarding financial disclosure requirements.

ACCEPTANCE AGREEMENT-COUNTY OF FAIRFAX (This is not an order--Purchase Order will follow.)

CONTRACT NUMBER: RQ01-411313-16p

DATE:

FEB 09 2001

Accepted as to Item(s) Indicated: Awarded the entire RFP, to include any addendums, Steelcase's Technical & Business proposals dated September 29, 2001, the GPA Agreement, and the Memorandum of Negotiations executed as of this date.

Lounette Robinson 2/7/01
Contract Administrator
LONNETTE ROBINSON, CPPB

Armand E. Malo
Purchasing Agent
ARMAND E. MALO, CPPO

Sealed proposals subject to terms and conditions of this RFP will be received at 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035 until time/date specified above for furnishing items or services delivered or furnished to specified destination within the time specified or stipulated by the Offeror.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION

(DPSM32) Cover Sheet



FAIRFAX COUNTY

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013

www.co.fairfax.va.us/dpsm

V I R G I N I A

Telephone: (703) 324-3201 Fax: (703) 324-3228 TTY: 1-800-828-1140

MEMORANDUM OF NEGOTIATION RQ01-411313-16

The County of Fairfax (hereinafter called the County) and Steelcase, Inc., (hereinafter called the CONTRACTOR) hereby agree to the following in the execution of RQ01-411313-16E. The final contract contains the following items and composes the Master Agreement:

- (a) Fairfax County's RFP01-411313-16 and all Addenda
- (b) Steelcase's Technical and Business Proposal dated September 29, 2000
- (c) Supplemental Questions dated November 20, 2000 and Steelcase's response dated December 1, 2000.
- (d) GPA Administrative Agreement (Attachment I)
- (d) Fairfax County Purchase Order
- (e) Any subsequent amendments to this contract

The following provisions are to be included in the Contract:

The CONTRACTOR shall comply with the Program Standards and Commitments pursuant to Attachment I of the Government Purchasing Alliance Administration Agreement. The CONTRACTOR shall make three basic commitments to insure the overall success of the program:

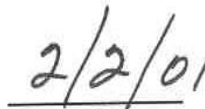
- A Corporate Commitment that the Government Purchasing Alliance ("GPA") has the support of senior management. The GPA is the primary offering to local government agencies nationwide and existing local government clients will be transitioned to the GPA;
- A pricing commitment that the GPA pricing is the lowest available pricing (net to buyer) to local agencies nationwide and a further commitment that if a local agency is eligible for lower pricing through a state, regional, or local contract, the contractor will match the pricing under the GPA.
- A sales commitment that the CONTRACTOR will aggressively market the GPA nationwide and that the contractor's sales force will be trained, engaged and commitment that all GPA sales be accurately and timely reported. The GPA shall conduct a quarterly review of the Program Standards and Commitments of the contractor. If the contractor received written notice from the County of any deficiencies in the Program Standards and Commitments, the contractor shall have one calendar quarter to correct such deficiency. If the contractor shall fail to correct such deficiency, the County may terminate the Master Agreement at its sole discretion.
- This will confirm our mutual desire to establish a relationship among County of Fairfax, Virginia on behalf of the counties of Los Angeles, California, Santa Clara, California; Dallas, Texas; and the United States Communities Government Purchasing Alliance (collectively, the "Buying Group"), Steelcase and Participating Steelcase Dealers.
- This business opportunity is being structured as an open "Offer to Purchase" to support the Buying Group members' discounted purchases of office furniture within the United States through Steelcase's dealer network. This offer to purchase shall have an initial term of 3 years with a possible contract renewal for 3 additional years, one year at a time.
- A letter announcing the availability of this program will be sent to all authorized Steelcase dealers, inviting them to participate in the Buying Group offer to purchase. If they choose to participate, they will be required to return a signed participation memo to Grand Rapids, at which time they will be sent the open quote that has been developed. Such Participating Dealers, in their role as "Seller," will then have access to the discounts available from Steelcase under this offer to purchase. Participating Dealers may withdraw from this program at any time upon thirty (30) days' written

notice to Steelcase and to the Buying Group; and other authorized Steelcase dealers may be added to the program in the future upon their execution of a participation memo. Furthermore, either each member of the Buying Group, individually, or Steelcase may terminate this offer to purchase at any time upon thirty (30) days' written notice to the other party.

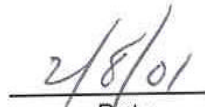
- The pricing structure recommended to our dealers, based upon discussions with several prospective Participating Dealers shall be attached to the "Request for Purchase." However, our dealers retain ultimate responsibility to independently negotiate the prices to their customers, provided the discount is the same or better than the discount offered by Steelcase.
- It is further acknowledge that, in operating and administering its national purchasing program, the Buying Group is acting as a facilitator between Steelcase, the Participating Steelcase Dealers, and individual members of the Buying Group. All terms of sales shall be established between the individual member of the Buying Group and the applicable Participating Steelcase Dealer. Any relationship with a Buying Group member shall have no liability whatsoever either to Steelcase or to the Participating Steelcase Dealers for the failure of a Buying Group member to comply with purchase requirements, nor to any Buying Group member for Steelcase's or the Participating Steelcase Dealers' failure to provide the agreed-upon services.

Accepted by:


Don Sandberg, Market Manager State Gov't Contracts
Steelcase, Inc.


Date


Armand E. Malo, CPPO, Director
Department of Purchasing & Supply Management


Date

ATTACHMENT A
PRICING SCHEDULE (DPSM35)

RFP01-411313-16

Part 2 continued

Offeror shall show the following information for each Manufacturer/Item and Model/Series offered:
 Failure to furnish the required information may be caused for rejection of the proposal. **ATTACH A
 COPY OF THE PRICE LIST BEHIND THIS PAGE.**

Manufacturer	Catalog Number	Catalog Date	Applicable Price List Number	Price List Date
Steelcase, Inc.	Avenir S-10569	7/10/00	#154	July 10, 2000
Steelcase, Inc.	Series 9000 S-10570	7/10/00	#154	July 10, 2000
Steelcase, Inc.	Storage Products S-10543	7/10/00	#154	July 10, 2000
Steelcase, Inc.	Seating S-10553	7/10/00	#154	July 10, 2000
Steelcase, Inc.	Ellipse S-10547	7/10/00	#154	July 10, 2000
Steelcase, Inc.	Wood Furniture S-10546	7/10/00	#154	July 10, 2000
Steelcase, Inc.	Wood Seating S-10549	7/10/00	#154	July 10, 2000
Steelcase, Inc.	Relevant S-10538	7/10/00	#154	July 10, 2000
Steelcase, Inc.	Elective Elements S-1902	7/10/00	#154	July 10, 2000
Steelcase, Inc.	Details D-6827	7/10/00	#154	July 10, 2000
Steelcase, Inc.	Brayton B-2010	7/10/00	2000 Price List	July 10, 2000
Steelcase, Inc.	Vecta Price List	2/8/99	Vecta Price List	2/8/99 with 2% increase 7/10/00
Steelcase, Inc.	Metro Collections M0038	2/8/99	Metro Collections Price List	2/8/99 with 2% increase 7/10/00
Steelcase, Inc.	Metro TX and Template M0037	2/8/99	Metro TX and Template Price List	2/8/99 with 2% increase 7/10/00
Steelcase, Inc.	Metro Teamwork and Detour	2/8/99	Metro Teamwork & Detour Price List	2/8/99 with 2% increase 7/10/00
Steelcase, Inc.	Turnstone Portfolio T-10004	7/10/00	#154	July 10, 2000
Steelcase, Inc.	Turnstone Answer T-10003	7/10/00	#154	July 10, 2000

Steelcase, Inc.

Name of Firm

9/18/00

Date

Donald Sandberg
 Authorized Signature
 Manager, State Government Contracts

ATTACHMENT A
PRICING SCHEDULE (DPSM35)

RFP01-411313-16

Furniture Cost (continued)

Manufacturers	Percentage Discount for Manufacturer's Price List by dollar volume	
Steelcase Inc	0 - \$249,999	57_%
Steelcase Steel Price	\$250,000 - \$1,000,000	Negotiate%
And Product Manual	\$1,000,000 +	Negotiate%
	Quickship	54_%
If there is a different discount for any other series of furniture for the manufacturer listed above, please list the name of the different series and the discount that applies if different.		
<u>Steelcase Wood Price & Product Manual</u>	0 - \$249,000	50.5%
	\$250,000 - \$1,000,000	Negotiate%
	\$1,000,000 +	Negotiate%
	Quickship	47.5%
<u>Details, Brayton, Metro, Vecta,</u>	0 - \$249,000	49%
<u>Leap & Turnstone and Turnstone Answer</u>	\$250,000 - \$1,000,000	Negotiate%
	\$1,000,000 +	Negotiate%
	Quickship	46%
	0 - \$249,000	_____%
	\$250,000 - \$1,000,000	_____%
	\$1,000,000 +	_____%
	Quickship	_____%
List of exceptions: All new products,	0 - \$249,000	Negotiate%
Activity products, Context, Personal	\$250,000 - \$1,000,000	Negotiate%
Harbors, Montage, Service Parts (Steelcase	\$1,000,000 +	Negotiate%
Steel and Wood Products). Vecta exceptions:	Quickship	Negotiate%
All Pathways Wood Seating (Unichair, Playback,		
Oculus, Finestra, Detriana and Windsor White		
chairs), all Wilkhahn "imported" products.		
Standard Delivery Time		
Indicate standard delivery time for initial purchase	Indicate standard delivery time for orders subsequent to	
6-8 weeks standard/12 days quickship	initial purchase Same	
Reconfiguration Costs – Charge for reconfiguring manufacturer's furniture purchased and installed. Express in dollars per hour charge		\$NA per Addendum 4
Design Services – Charge for design services. Express in dollars Per hour charge		\$NA/hr
Rebate for \$10 million or more in annual purchases		1_%

**ATTACHMENT III
TO THE GOVERNMENT PURCHASING ALLIANCE
ADMINISTRATION AGREEMENT**

PARTICIPATION CERTIFICATE

A. After a competitive bidding and selection process, _____ (herein "Vendor") has entered into an agreement with Fairfax County, Virginia Master Agreement No. _____ (herein "Master Agreement") to provide Systems Furniture, Freestanding Furniture, Seating, Filing Equipment and Related Services (herein "Products").

B. Master Agreement, through the U.S. Communities Government Purchasing Alliance, provides that other public agencies may purchase Products on the same terms, conditions and pricing as Fairfax County, Virginia, subject to any applicable local purchasing ordinances and the laws of the State of purchase.

C. On behalf of the public agency identified (the Participating Public Agency) the undersigned purchasing agent of the Participating Public Agency or other duly authorized agent of the Participating Public Agency hereby agrees to the terms and provisions of the Master Agreement and to participate in the Master Agreement, subject to any applicable local purchasing ordinances and the laws of the State of purchase, to purchase Products from Vendor pursuant to such Master Agreement as the Participating Public Agency may specify from time to time.

Date: _____
Signature: _____
Name: _____
Title: _____
Name of Public Agency: _____
Street Address: _____

Mailing Address: _____
(If different than Street Address) _____

Telephone: _____
Fax Number: _____
E-mail Address: _____

Type of Public Agency (please indicate in the box provided):

City, Town or Village	Independent Special District
County	Dependent Special District
K-12 School	Community College
University	State
Non-Profit Organization contracting w/ local government	Other _____ (please specify)

Vendor Account # _____
Please fax this Certificate to _____ at (____) _____
Please include Contract # _____ on all purchase orders.

Updated: 12/4/00